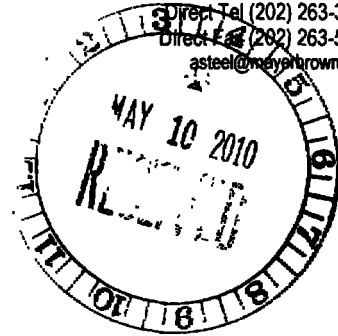


MAYER • BROWN

Mayer Brown LLP
1999 K Street, N.W.
Washington, D.C. 20006-1101

Main Tel (202) 263-3000
Main Fax (202) 263-3300
www.mayerbrown.com

Adrian L. Steel, Jr.
Direct Tel (202) 263-3237
Direct Fax (202) 263-5237
asteel@mayerbrown.com



May 10, 2010

BY HAND-DELIVERY

The Honorable Cynthia T. Brown
Chief, Section of Administration
Surface Transportation Board
395 E Street, SW, Room #100
Washington, DC 20423-0001

Re: Docket No. 42104, *Entergy Arkansas, Inc. and Entergy Services, Inc. v. Union Pacific R.R., Missouri & Northern Arkansas R.R. Co. Inc., and BNSF Railway Company*; Finance Docket 32187, *Missouri & Northern Arkansas Railroad – Lease, Acquisition and Operation Exemption – Missouri Pacific R.R. and Burlington Northern R.R.*

Dear Ms. Brown:

Enclosed for filing in the above-captioned proceedings are the original and ten (10) copies of BNSF Railway Company's Answer to Entergy's Second Amended Complaint. Also enclosed is a CD with the text of the pleading in Word format.

I would appreciate it if you would date-stamp the enclosed extra copy and return it to the messenger for our files.

Please contact me if you have any questions. Thank you.

Sincerely yours,

Adrian L. Steel, Jr.

ENTERED
Office of Secretary of State

MAY 10 2010

Public Record

Enclosures

ENTERED
Office of Proceedings
MAY 10 2010
Part of
Public Record

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

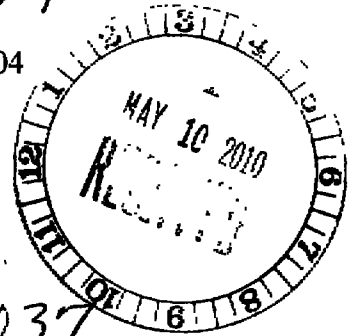
ENTERGY ARKANSAS, INC. and
ENTERGY SERVICES, INC., Complainants,

v.

UNION PACIFIC RAILROAD COMPANY
MISSOURI & NORTHERN ARKANSAS
RAILROAD COMPANY, INC., and BNSF
RAILWAY COMPANY, Defendants.

MISSOURI & NORTHERN ARKANSAS R.R. –
LEASE, ACQUISITION AND OPERATION
EXEMPTION – MISSOURI PACIFIC R.R.
and BURLINGTON NORTHERN R.R.

227036
Docket No. 42104



227037
Finance Docket No. 32187

**BNSF RAILWAY COMPANY'S ANSWER
TO THE SECOND AMENDED COMPLAINT
OF ENTERGY ARKANSAS, INC. AND ENTERGY SERVICES, INC.**

Richard E. Weicher
Kristy D. Clark
BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, TX 76131
(817) 352-2368

Adrian L. Steel, Jr.
Robert M. Jenkins III
Mayer Brown LLP
1999 K Street, N.W.
Washington, DC 20006
(202) 263-3237

Attorneys for BNSF Railway Company

May 10, 2010

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

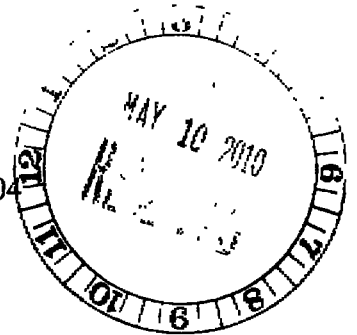
ENTERGY ARKANSAS, INC. and
ENTERGY SERVICES, INC., Complainants,

v.

UNION PACIFIC RAILROAD COMPANY
MISSOURI & NORTHERN ARKANSAS
RAILROAD COMPANY, INC., and BNSF
RAILWAY COMPANY, Defendants.

MISSOURI & NORTHERN ARKANSAS R.R. –
LEASE, ACQUISITION AND OPERATION
EXEMPTION – MISSOURI PACIFIC R.R.
and BURLINGTON NORTHERN R.R.

Docket No. 42104



Finance Docket No. 32187

**BNSF RAILWAY COMPANY'S ANSWER
TO THE SECOND AMENDED COMPLAINT
OF ENTERGY ARKANSAS, INC. AND ENTERGY SERVICES, INC.**

Defendant BNSF Railway Company ("BNSF") hereby answers the "Second Amended Complaint" filed by Entergy Arkansas, Inc. ("EAI") and Entergy Services, Inc. ("ESI") (collectively, "Entergy") in this proceeding.

BNSF responds to the allegations in each separately numbered paragraph of the Second Amended Complaint as follows:

1. BNSF admits that Entergy filed a Complaint in this proceeding on February 19, 2008, which sought relief, *inter alia*, on the basis of Entergy's claim that continued enforcement

of certain provisions of Union Pacific Railroad Company's ("UP's") 1992 lease agreement with Missouri & Northern Arkansas Railroad Company, Inc. (the "UP/M&NA Lease") constituted an unreasonable practice in violation of 49 U.S.C. § 10702. Entergy's Complaint speaks for itself.

2. BNSF admits that Entergy has accurately quoted from a portion of the Board's Decision served June 26, 2009, and states that the Decision speaks for itself.

3. BNSF admits that Entergy has accurately quoted from a portion of the Board's Decision served June 26, 2009, and states that the Decision speaks for itself. BNSF admits that Entergy filed a First Amended Complaint and states the First Amended Complaint speaks for itself.

4. BNSF admits that Entergy has accurately quoted from a portion of the Board's Decision served December 30, 2009, and states that the Decision speaks for itself. BNSF denies the remaining allegations in Paragraph 4 because it lacks knowledge or information sufficient to form a belief as to their truth.

5. BNSF admits that Entergy has accurately described a portion of the Board's Decision served December 30, 2009, and states that the Decision speaks for itself. The second sentence of Paragraph 5 requires no response since it characterizes what Entergy has included in the Second Amended Complaint.

6. BNSF admits the allegations in the first sentence of Paragraph 6 and that EAI distributes and sells electric power. BNSF denies the remaining allegations in Paragraph 6 because it lacks knowledge or information sufficient to form a belief as to their truth.

7. BNSF admits the allegations in the first sentence of Paragraph 7. BNSF denies the remaining allegations in Paragraph 7 because it lacks knowledge or information sufficient to form a belief as to their truth.

8. BNSF denies the allegations in Paragraph 8 because it lacks knowledge or information sufficient to form a belief as to their truth.

9. BNSF admits the allegations in the second sentence of Paragraph 9. BNSF denies the remaining allegations in Paragraph 9 because it lacks knowledge or information sufficient to form a belief as to their truth.

10. BNSF admits the allegation in the third sentence of Paragraph 10. BNSF denies the remaining allegations of Paragraph 10 because it lacks knowledge or information sufficient to form a belief as to their truth.

11. BNSF admits the allegations in Paragraph 11.

12. BNSF admits that M&NA filed a notice of exemption in ICC Finance Docket No. 32187 on or about December 4, 1992. BNSF denies the remaining allegations in Paragraph 12 because it lacks knowledge or information sufficient to form a belief as to their truth.

13. BNSF admits that RailTex, Inc. filed a notice of exemption in ICC Finance Docket No. 32188 on or about December 4, 1992. BNSF denies the remaining allegations in Paragraph 13 because it lacks knowledge or information sufficient to form a belief as to their truth.

14. BNSF denies the allegations in Paragraph 14 because it lacks knowledge or information sufficient to form a belief as to their truth.

15. BNSF denies the allegations in Paragraph 15 because it lacks knowledge or information sufficient to form a belief as to their truth.

16. BNSF denies the allegations in Paragraph 16 because it lacks knowledge or information sufficient to form a belief as to their truth.

17. BNSF denies the allegations in Paragraph 17 because it lacks knowledge or information sufficient to form a belief as to their truth.

18. BNSF denies the allegations in Paragraph 18 because it lacks knowledge or information sufficient to form a belief as to their truth.

19. BNSF denies the allegations in Paragraph 19 because it lacks knowledge or information sufficient to form a belief as to their truth.

20. BNSF denies the allegations in Paragraph 20 because it lacks knowledge or information sufficient to form a belief as to their truth.

21. BNSF denies the allegations in Paragraph 21 because it lacks knowledge or information sufficient to form a belief as to their truth.

22. BNSF denies the allegations in Paragraph 22 because it lacks knowledge or information sufficient to form a belief as to their truth.

23. BNSF denies the allegations in Paragraph 23 because it lacks knowledge or information sufficient to form a belief as to their truth.

24. BNSF denies the allegations in Paragraph 24 because it lacks knowledge or information sufficient to form a belief as to their truth.

25. BNSF denies the allegations in Paragraph 25 because it lacks knowledge or information sufficient to form a belief as to their truth.

26. BNSF denies that BNSF and M&NA are currently “physically capable” of providing rail service to Entergy’s Independence Station from the PRB; BNSF believes that, without significant capital upgrades to the rail lines and trackage involved (which upgrades have not been identified due to Entergy’s failure to provide BNSF with requested information), BNSF and M&NA cannot provide such rail service.

27. BNSF admits that, with required upgrades, BNSF and M&NA could interchange PRB coal traffic at either Aurora or Lamar, Missouri. *See also* Response to Paragraph 26.

28. BNSF admits that the handling of loaded unit coal trains for interchange at Aurora or Lamar, Missouri will require capital improvements and/or track upgrades. BNSF denies the remaining allegations of Paragraph 28 because it lacks knowledge or information sufficient to form a belief as to their truth.

29. BNSF denies the allegations of Paragraph 29 to the extent that those allegations fail to state that Entergy has not provided certain information to BNSF to enable BNSF to evaluate whether it will be able to agree to participate in a through route for the movement of PRB coal to Entergy’s Independence Station using Aurora or Lamar, Missouri as locations for a BNSF/M&NA interchange.

30. BNSF denies the allegations in Paragraph 30 because it lacks knowledge or information sufficient to form a belief as to their truth.

31. BNSF denies the allegations in Paragraph 31 because it lacks knowledge or information sufficient to form a belief as to their truth.

32. BNSF denies the allegations in Paragraph 32 because it lacks knowledge or information sufficient to form a belief as to their truth.

33. BNSF denies the allegations in Paragraph 33 because it lacks knowledge or information sufficient to form a belief as to their truth.

34. BNSF denies the allegations in Paragraph 34 because it lacks knowledge or information sufficient to form a belief as to their truth.

35. BNSF repeats its responses to the allegations in Paragraphs 1 through 34.

36. BNSF admits that Entergy has accurately quoted from a portion of the Board's Decision served June 26, 2009, and states that the Decision speaks for itself.

37. Paragraph 37 states a legal conclusion to which no response is required; to the extent a response is deemed to be required, BNSF denies the allegations in this Paragraph.

38. BNSF denies the allegations in Paragraph 38 because it lacks knowledge or information sufficient to form a belief as to their truth.

39. BNSF denies the allegations in Paragraph 39 because it lacks knowledge or information sufficient to form a belief as to their truth.

40. BNSF denies the allegations in Paragraph 40 because it lacks knowledge or information sufficient to form a belief as to their truth.

41. BNSF denies the allegations in Paragraph 41 because it lacks knowledge or information sufficient to form a belief as to their truth.

42. Paragraph 42 states a request for relief to which no response is required; to the extent that a response is deemed to be required, BNSF denies the allegations of this Paragraph.

DEFENSE

The prescription of a through route involving BNSF is not necessary since BNSF has committed in writing to Entergy to cooperate with M&NA on the development of a

commercially reasonable through route movement without the necessity of an STB order specifically directed to BNSF.

WHEREFORE, BNSF requests that the Second Amended Complaint be dismissed with prejudice as to BNSF, that no relief of any kind be awarded to Entergy as to BNSF. that BNSF be awarded its costs, and that the Board grant BNSF such other and further relief as may be appropriate.

Respectfully submitted.



Richard E. Weicher
Kristy D. Clark
BNSF Railway Company
2500 Lou Menk Drive
Fort Worth, TX 76131
(817) 352-2368

Adrian L. Steel, Jr.
Robert M. Jenkins III
Mayer Brown LLP
1999 K Street, N.W.
Washington, DC 20006
(202) 263-3237

Attorneys for BNSF Railway Company

May 10, 2010

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Answer to the Second Amended Complaint of Entergy Arkansas, Inc. and Entergy Services, Inc. have been served by on the following:

C. Michael Loftus, Esq.
Frank J. Pergolizzi, Esq.
Andrew B. Kolesar III, Esq.
Slover & Loftus LLP
1224 Seventeenth St., N.W.
Washington, DC 20036

Linda J. Morgan, Esq.
Michael L. Rosenthal, Esq.
Covington & Burling LLP
1201 Pennsylvania Avenue, NW
Washington, DC 20004-2401

Louis E. Gitomer, Esq.
600 Baltimore Avenue
Suite 301
Towson, MD 21204

Eric Von Salzen, Esq.
McLeod, Watkins & Miller
One Massachusetts Ave., N.W.
Washington, DC 20001